PERISHER, MOUNT HOTHAM, AND FALLS CREEK SCHOOL GROUP BOOKING CONDITIONS - 2025 Season

Last Updated: 12 February 2025

PLEASE READ THESE SCHOOL GROUP BOOKING CONDITIONS (THESE "CONDITIONS") CAREFULLY. These Conditions apply to school group bookings for lift tickets, snowsports lessons, and/or equipment rentals. References herein to "you", "your", or "school group organiser" refers to the individual submitting the school group booking request.

OVERVIEW

- In addition to these Conditions, all school group bookings are subject to the Perisher, Mount Hotham, and Falls Creek Product and Service Terms and Conditions available here.
- School group booking requests are not guaranteed. All booking requests are subject to availability and confirmation.
- School group bookings will only be available to groups that comprise of 20 or more primary and/or secondary school students.
- A non-refundable 10% deposit of the total booking value is required within 7 days of receiving your order confirmation.
- Daily school group participant numbers will be limited throughout the season. Dates will be assigned on a first-in, first-served basis. Bookings are not confirmed until payment of the non-refundable deposit is received.
- School group bookings must be received at least 30 days prior to the first day on which your booking is
 requested to commence, final details must be confirmed 14 days prior to the first day your booking is scheduled
 to commence, and arrangements for final payment must be received at least 7 days prior to the first day your
 booking is scheduled to commence.
- These Conditions are subject to, and will not apply to the extent that they exclude, restrict, or modify your non-excludable consumer rights (as defined in the Perisher, Mount Hotham, and Falls Creek Product and Service Terms and Conditions), except where we are permitted by law to so exclude, restrict, or modify.

1. Bookings

1.1 Securing Your Booking

- a. Review and acknowledge these Conditions and the <u>Product and Service Terms and Conditions</u> and complete the online booking request form no less than 30 days prior to the first day on which your booking is requested to commence.
- b. Once a booking has been received and confirmed, a contract is established and both parties will be bound to these Conditions and the <u>Product and Service Terms and Conditions</u>.
- c. We will issue an order confirmation and tax invoice for a 10% non-refundable deposit of the total booking value based on participant numbers, products and services selected, and the duration indicated on the online booking request form.
- d. A School Group Detail Form will be provided with your order confirmation. You must submit the completed form 14 days prior to the first day on which your booking is scheduled to commence to the respective email address below (**Respective Email Address**):

i. for Perisher: groups@perisher.com.au

ii. for Mount Hotham: groups@hotham.com.au

iii. for Falls Creek: groupbookings@fallscreek.net.

- e. The following details must be confirmed 14 days prior to the first day on which your booking is scheduled to commence:
 - i. Full name, date of birth, and snowsports discipline for each participant;
 - ii. Medication, food, or drug allergies;
 - iii. Equipment rental information (if applicable); and

- iv. Full name and phone number for the authorised school contact who will be in-resort during the scheduled booking.
- f. Lesson location and times will be confirmed once final student details (numbers by discipline) have been received. Instructor allocation is determined based on the original booking request. Where final group numbers increase, we cannot guarantee our ability to accommodate additional participants.
- g. The final balance owing will be determined based on the confirmed participant numbers provided no later than 14 days prior to the first day on which your booking is scheduled to commence. You will then be issued an updated, final order confirmation and tax invoice.

1.2 Payment

- a. A non-refundable deposit equal to 10% of the total booking value is due 7 days after receiving your order confirmation.
- b. The final balance payment is due a minimum of 7 days prior to the first day on which your booking is scheduled to commence. Payments for school group bookings must be completed in a single payment per group; individual payments will not be accepted.
- c. Where the final balance payment is not received a minimum of 7 days prior to the first day on which your booking is scheduled to commence, we reserve the right to cancel the booking and retain all payments received to date.
- d. Perisher, Mount Hotham and Falls Creek accept direct deposit and BPAY payment forms. Payment details will be provided on your order confirmation.

1.3 Booking Changes and Cancellations

- a. These change and cancellation provisions are subject to your non-excludable consumer rights and apply to school group bookings made under these Conditions.
- b. Cancellation requests must be received in writing at least 14 days prior to the first day on which your booking is scheduled to commence. Cancellation requests should be sent to the Respective Email Address and are subject to our review and approval.
- c. There are no refunds for cancellations made within 14 days of the first day on which your booking is scheduled to commence, after your booking has commenced, or for unused tickets where the cancellation is not a result of injury or illness.
- d. Injury or illness must be verified via presentation of medical documentation which verifies and establishes the injury / illness to the reasonable satisfaction of Supplier (i.e., medical certificate dated as soon as reasonably possible that states the injury or illness prevents the group member from participating in the scheduled booking) presented at a Ticket Office or via email to the Respective Email Address within 5 days of the last day of your scheduled booking.

2. Lift Tickets

2.1 Group Requirements and Free of Charge Lift Tickets

- a. All school group lift tickets must start on the same day and be for the same duration.
- b. School group pricing is not available to individuals who arrive on different days, stay different durations, require different tickets, and/or lesson types starting on different days.
- c. School group pricing applies to students in primary and secondary school up to and including Year 12.
- d. For Perisher, school groups receive 1 free of charge ("FOC") adult lift ticket for every 10 paying students, provided the group meets the minimum group size requirements.
- e. For Mount Hotham and Falls Creek:
 - i. primary school groups receive 1 free of charge ("FOC") adult lift ticket for every 5 paying students, provided the group meets the minimum group size requirements; and
 - ii. secondary school groups receive 1 FOC adult lift ticket for every 8 paying students, provided the group meets the minimum group size requirements.

2.2 Lift Ticket Collection

a. School groups must collect lift tickets at the designated ticket office we specify.

2.3 Lost or Stolen Tickets / Replacement Tickets

a. If a student loses their assigned Mountain Access Card, there is a \$6 replacement fee. <u>Payment is required</u> at the time of replacement.

3. Snowsports Lessons

3.1 Lesson Duration and Participation Requirements

- a. All participants in snowsports lessons must wear an accredited ski or snowboard helmet.
- b. Where the school group has booked to participate in snowsports lessons, it is an absolute requirement to accurately reflect the number of students and their discipline in the confirmation sent to us at least 14 days prior to the first day on which your booking is scheduled to commence. This information will be relied upon:
 - for Perisher, to determine the number of instructors required in accordance with NSW Department of Education guidelines for outdoor activities; and
 - ii. for Mount Hotham and Falls Creek, to determine the number of instructors required and, where applicable the rental equipment needed.
- c. A minimum of 8 students of the same ability and discipline is required per instructor. If your school group has smaller numbers of students at different ability levels or disciplines, the following options may apply:
 - i. Students are placed in another lesson based on their ability level or discipline, or
 - ii. The school may choose to pay for an additional instructor.
- d. Students are not permitted to change between skiing and snowboarding lessons without the prior consent of the snowsports school and the teacher or group leader on site during the booking.
- e. Where an additional afternoon snowsports lesson has been requested, the snowsports school will endeavour to assign the same instructor who took the students in the morning lesson; however, this cannot be guaranteed.

4. Lunches

- a. This clause applies to Perisher and Mount Hotham only.
- b. Lunch orders, including any special dietary requirements, must be pre-booked at least 14 days prior to the first day of which the booking is scheduled to commence.
- c. Lunches provided to adults and students are at a set price.
- d. For Perisher, school groups receive 1 FOC meal for a teacher or adult supervisor for every 10 paying students, provided the group meets the minimum group size requirements.
- e. For Mount Hotham:
 - i. primary school groups receive 1 FOC meal for a teacher or adult supervisor for every 5 paying students, provided the group meets the minimum group size requirements; and
 - ii. secondary school groups receive 1 FOC meal for a teacher or adult supervisor for every 8 paying students, provided the group meets the minimum group size requirements.

5. Equipment Rental

5.1 Equipment Collection

- a. Equipment rentals must be collected at the designated rental outlet at the time arranged and specified on the order confirmation.
- b. Equipment rental numbers between ski and snowboard must reflect the confirmed student breakdown for the ski and snowboard lessons booked.

5.2 Equipment Return

a. Rental equipment must be returned to the rental outlet it was collected from unless prior arrangements have been made.

6. Acknowledgement of Risks and Undertaking

- a. The school group organiser acknowledges that:
 - participants in or members of a school booking must observe and comply with the <u>Alpine Responsibility</u> Code:
 - iii. recreational activities or services at Perisher, Mount Hotham and Falls Creek associated with the use of the ski/snowboard slopes and mountains at those alpine resorts, including but not limited to skiing (including alpine, nordic, freestyle, and mogul skiing), snowboarding, tubing, snowbikes, mountain biking, and sightseeing, the provision and operation of ski lifts, riding on ski lifts, snowmaking, snow slope design, construction, maintenance and grooming, hazard assessment and mitigation, Snowsports Lessons, club, team, or development skiing or snowboarding programs and training, skiing or snowboarding competitions or events, and clothing and equipment rental (**recreational activities**) are dangerous with many risks and hazards and personal injury (including serious personal injury) and sometimes death can occur as a consequence;
 - iii. all such recreational activities are undertaken at the participants' own risk;
 - iv. risks associated with recreational activities at the resorts may not always be prominent, conspicuous, or physically observable and participants accept those risks nonetheless; and
 - v. the **risk warning** <u>set out in bold below</u> and acknowledge the warning constitutes a reasonable risk warning pursuant to the *Civil Liability Act 2002* (NSW) and any equivalent legislation;

IMPORTANT - RISK WARNING!

The Risk Warning displayed below forms part of the conditions of entry and use of our facilities, equipment, and services at Perisher, Mount Hotham and Falls Creek, including (without limitation) any use of the Products & Services (as described in our <u>Product and Services Terms and Conditions</u>).

RISK WARNING:

ALPINE RECREATIONAL ACTIVITIES INCLUDING, BUT NOT LIMITED TO, SKIING, SNOWBOARDING, USING SKI LIFTS, SNOWTUBING, SNOWBIKES, TOBOGGANING, AND SNOW PLAY INVOLVE SIGNIFICANT RISKS WHICH MAY RESULT IN PHYSICAL HARM, INCLUDING PERSONAL INJURY, PERMANENT DISABILITY, OR DEATH.

SUCH RISKS AND HARM MAY RESULT FROM YOUR ACTIONS AND / OR OMISSIONS OR THOSE OF OTHERS OR THE NEGLIGENCE OF OTHERS. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, COLLISIONS WITH ANOTHER PERSON, OBJECTS, SURFACES, OR TERRAIN; LOSS OF CONTROL AND / OR DIRECTION, AND / OR FALLING AT ANY TIME, INCLUDING WHILE PARTICIPATING IN ALPINE ACTIVITIES OR WHILE USING LIFTS; AND UNEXPECTED CHANGES IN WEATHER AND SNOW CONDITIONS.

b. The school group organiser undertakes the responsibility to notify all parties impacted by the school group booking of these Conditions, the Product and Service Terms and Conditions (including applicable risk warnings), and the Alpine Responsibility Code and, to the extent legally permissible, further agrees to indemnify the Supplier (as defined in the Product and Service Terms and Conditions) and its affiliates against all claims, demands, losses, or liability of any kind arising directly or indirectly in connection with the school group booking, to the maximum extent permitted by law.